IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 275 OF 2005
IN
NOTICE OF MOTION NO. 3144 OF 2004
IN
S.C. SUIT NO. 3989 OF 2004

Mrs. Daljit Kaur Jaggi .. Appellant
V/s.
Reliance Energy Ltd. .. Respondent

Ms. Vaishali Chaudhari for the Appellant
Ms. Geeta Jogalekar for the Respondent

CORAM : ABHAY S. OKA, J.
DATED : 20TH APRIL, 2005

P.C.:-

1. Heard the Advocates appearing for the parties. It is not disputed that the Appellant has complied with order dated 22.2.2005 by depositing a total sum of Rs. 90,000/- with the Respondents. In view of the order dated 14.3.2005, the Respondent has filed an Affidavit setting out the total amount due and payable by the Appellant under the disputed bill. There is no dispute between the parties that after deducting the sum of Rs. 1,90,000/- already paid by the Appellant, the balance amount due and payable is Rs. 2,27,840/-.

2. The Appellant has tendered undertaking of the constituted attorney of the Appellant, which is taken on record and marked ‘X’ for identification. In paragraph nos. 1 to 3, the Appellant has stated his undertakings as follows :-

> "1. I undertake to pay the arrears of the electric charges amounting to Rs. 2,27,840/- due and payable by me to the Respondent in monthly instalments of

Rs. 15,000/- per month starting from the month of 10th May, 2005.

2. I undertake to pay the amount of instalments as aforesaid by the 10th day of every month from the month of May 2005 till the said arrears are cleared.

3. I further undertake to pay the amounts due under current electricity bills issued to me by the Respondent regularly."

The undertakings which are recorded above are accepted.

3. The challenge in this Appeal from Order is to the judgment and order dated 4.2.2005 by which Notice of Motion for temporary injunction taken out by the Appellant Plaintiff has been rejected. The Notice of Motion is taken out for restraining the Respondents from dis-connecting the electric supply to the Appellant's premises and directing the Respondent not to act on the notice dated 24.7.2004. By the said notice dated 24.7.2004, the Appellant was called upon to pay Rs. 3,62,200/- within a period of 15 days.

4. Now substantial amount of Rs. 1,90,000/- has been paid by the Appellant to the Respondent. There is an undertaking given to pay the entire balance amount of arrears by monthly instalments of Rs. 15,000/-. The Appellant has also undertaken to pay current electricity bills regularly. In view of the said undertaking, which is accepted, no purpose will be served by keeping the Appeal pending. In view of the undertaking, the Appellant is entitled to interim relief in terms of prayer clause (a) of the Notice of Motion, subject to the condition of payment of monthly instalments of Rs. 15,000/- per month and the payment of current bills

regularly.

5. Hence, I pass the following order:-

I. The impugned judgment and order is quashed and set aside.

II. There shall be interim relief in terms of prayer clause (a) of Notice of Motion No. 3144 of 2004 in favour of the Appellant, subject to the following conditions:-

(a) The Appellant shall keep on paying monthly instalments in the sum of Rs. 15,000/- to the Respondents on or before 10th day of every calender month starting from May, 2005 till total sum of Rs. 2,27,840/- is paid to the Respondents.

(b) The Appellant will keep on paying the current bills to the Respondents on or before it’s respective due dates.

III. In case the Appellant commits any default, Liberty to the Respondents to apply to the Trial Court for vacating the interim relief granted in favour of the Appellant.

IV. The liberty granted to the Respondent will be

without prejudice to right of taking out appropriate proceedings on the basis of the undertakings given by the Appellant.

V. All the contentions of the parties in the pending Suit are kept expressly open.

VI. Appeal from Order is partly allowed in above terms no order as to costs.

6. Parties to act on an authenticated copy of this order.

(JUDGE)